

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 16-cv-777-jdp

LYNN ANN PETERSON,
and RODNEY A. PETERSON,

Defendants.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The above-captioned matter having come before the Court to be heard, Honorable James D. Peterson, United States District Judge for the Western District of Wisconsin, presiding without a jury, on April 11, 2017, the Plaintiff, United States of America ("Plaintiff"), having appeared by its attorney, the Office of the United States Attorney for the Western District of Wisconsin, and no appearance having been made on behalf of the Defendants herein, except as may be noted on the record; the Clerk of the United States District Court for the Western District of Wisconsin having duly entered the default of Defendants Lynn Ann Peterson and Rodney A. Peterson, and the Plaintiff having filed a Notice of Application for Default and Motion for Default Judgment, with accompanying Declarations; and it further appearing that due notice of application and motion for judgment has been made to the Defendants, and the Court

having heard the matter, therefore makes and files the following findings of fact and conclusions of law constituting its decision in this action.

FINDINGS OF FACT

1. The allegations set forth in Plaintiff's complaint are proven true.
2. There is now due and unpaid on all Notes and Mortgage as of April 11, 2017, the following sums: *See Attachment A.*
3. The remaining chattel secured by the promissory notes and security agreement held by Plaintiff is described in Attachment B attached hereto.
4. The mortgaged premises are described as follows:

The Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), Section Thirty-three (33), Township Thirty-six (36) North, Range Three (3) East, Town of Knox, Price County, Wisconsin.

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5. The real estate is so situated that it cannot be sold in parcels without injury to the interest of the parties, and a sale of the whole will be more beneficial to the parties hereto.
6. The Defendants have not served an Answer or other response and the Clerk of Court has duly entered the default of said Defendants.
7. Notice of the pendency of this action was duly given on November 30, 2016, after the filing of the Complaint herein, by filing a Notice of Lis Pendens in the office of the Register of Deeds for Price County, Wisconsin. This was done in the

manner and form required by law, after the filing of the complaint herein, and more than twenty (20) days prior to the trial or other resolution of this action.

8. No other proceedings have been held at law or otherwise for the recovery of the sum secured by the promissory notes, security agreement, financing statement, and mortgage.

9. Plaintiff is entitled to immediate possession of the items of security on which the Farm Service Agency has a security interest, set out in the Complaint on file herein, as listed in Attachment B.

CONCLUSIONS OF LAW

1. Plaintiff is entitled to judgment of foreclosure and sale of the mortgaged premises and secured chattel in the usual form as requested in Plaintiff's Complaint, and in accordance with the above Findings of Fact.

2. Plaintiff is entitled to recover from the Defendants the following sum: *See* Attachment A.

3. Plaintiff is entitled to immediate possession of the items of security remaining in possession of the Defendants Lynn Ann Peterson and Rodney A. Peterson, set out in Attachment B and in the Complaint on file herein.

4. The items of security may be sold individually or as a whole at a public or private sale, and the sale shall be conducted by or under the direction of the United States Marshal for the Western District of Wisconsin or the United States Department of Agriculture's Farm Service Agency.

5. That if necessary to secure possession of the chattel and premises, the Clerk of Court, upon application by Plaintiff, shall issue a Writ of Assistance.
6. The Defendants and all persons claiming under them subsequent to the filing of the notice of the pendency of this action be and hereby are forever barred and foreclosed of all right, title, interest, claim and equity of redemption in the chattel and mortgaged premises.
7. The mortgaged premises shall be sold as a whole.
8. The Defendants shall not be granted a right of redemption.
9. Sale of the premises shall be conducted by or under the direction of the United States Marshal for the Western District of Wisconsin. Notice of the sale shall be made by publication in The Price County Review, a newspaper published in the City of Phillips, Price County, Wisconsin.
10. Proceeds from the sale of the subject premises shall be paid first to satisfy Defendant Lynn Ann Peterson and Rodney A. Peterson's debt to the United States as set forth in Attachment A, plus necessary costs and disbursements.
11. Any remaining proceeds from the sale of the subject premises shall be subject to further order of the Court.
12. Deficiency judgment is not being sought in this action.

Now, on application of Plaintiff United States of America,

IT IS THEREFORE ORDERED that foreclosure of said mortgage and security agreement in the usual form as provided by and in accordance with the above Findings of Fact and Conclusions of Law be entered in this action.

Dated this 11th day of APRIL, 2017.

BY THE COURT:



JAMES D. PETERSON
United States District Judge